

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

In re: Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Heather Rene White
Debtor 1

Chapter 13

Case No. 1:23-BK-02554-HWV

Matter: Motion for Mortgage Modification

DEBTOR(S)' MOTION FOR MORTGAGE MODIFICATION

AND NOW, come the Debtor(s), Heather Rene White, through their attorney, Paul D. Murphy-Ahles, Esquire and DETHLEFS PYKOSH & MURPHY, who files the within Debtor(s)' Motion for Mortgage Modification and aver as follows:

1. This case commenced on November 7, 2023, when Debtor(s) filed a voluntary Petition for relief under Chapter 13 of the Bankruptcy Code.
2. The Chapter 13 Plan proposes to arrears owed to Debtor(s)' mortgage company, Midland Mortgage Co.
3. Midland Mortgage Co. holds a valid first mortgage against Debtor(s)' personal residence located at 15 Wesley Drive, Carlisle, Cumberland County, Pennsylvania.
4. United States Department of Housing & Urban Development holds a valid second mortgage against Debtor(s)' personal residence located at 15 Wesley Drive, Carlisle, Cumberland County, Pennsylvania.
5. US Department of Housing & Urban Development (hereinafter "HUD") has offered the Debtor(s) a third mortgage to cure the pre-petition arrears with the following terms:
 - a. Under the Promissory Note, the unpaid principal balance due on the third mortgage is \$10,796.76;
 - b. The annual rate of interest charged on the unpaid principal balance of the loan will be reduced to a fixed rate of 0.00%; and
 - c. As indicated in the Promissory Note, HUD will not require payment on the Partial Claim until the maturity of the mortgage on April 2052.

A copy of the Promissory Note is attached hereto as Exhibit "A".

6. The loan modification is in the best interest of the Debtor(s) as it lowers their monthly payment and interest rate on the remaining principal balance owed on the mortgage and cures all pre-petition arrearages.

WHEREFORE, the Debtor(s) respectfully request this Honorable Court to approve the Mortgage Modification with US Department of Housing & Urban Development.

Respectfully submitted,
DETHLEFS PYKOSH & MURPHY

Date: May 3, 2024

/s/ Paul D. Murphy-Ahles

Paul D. Murphy-Ahles, Esquire
PA ID No. 201207
2132 Market Street
Camp Hill, PA 17011
(717) 975-9446
pmurphy@dplglaw.com
Attorney for Debtor(s)

PROMISSORY NOTE

MARCH 20, 2024
[Date]

CARLISLE
[City]

PENNSYLVANIA
[State]

15 WESLEY DR, CARLISLE, PENNSYLVANIA 17015
[Property Address]

1. PARTIES.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **TEN THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND 76 CENTS (U.S. \$10,796.76)**, to the order of Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. PAYMENT OF PARTIAL CLAIM

(A) Time.

HUD will not require payment on the Partial Claim until the first of the following events occurs:

- (i) The maturity of the Mortgage, **APRIL 1, 2052**, the sale of the Property, the Payoff of the Mortgage, or
- (ii) if provided for under the Partial Claim note, the termination of FHA insurance, except that HUD will agree to subordinate the Partial Claim note to an FHA-Streamline Refinance.

(B) Place.

Payment shall be made at the **Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights or presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person



individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

HEATHER R WHITE

Date



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

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Debtor 1

Chapter 13

Case No. 1:23-BK-02554-HWV

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NOTICE

NOTICE OF OPPORTUNITY TO OBJECT AND HEARING: Pursuant to Local Rule 2002-1(a), the Court will consider this Motion without further notice of hearing unless a party in interest files an objection/response on or before **May 24, 2024**. If you object to the relief requested, you must file your objection/response with the Court of the Court and serve a copy of on the Movant and Movant's Attorney.

If you file and serve an objection/response within the time permitted, the Court may schedule a hearing and you will be notified. If you do not file an objection within the permitted time, the Court will deem the Motion unopposed and proceed to consider the Motion without further notice or hearing and the Court may grant the relief requested.

Date: May 3, 2024

Paul D. Murphy-Ahles, Esquire
PA ID No. 201207
DETHLEFS PYKOSH & MURPHY
2132 Market Street
Camp Hill, PA 17011
(717) 975-9446
pmurphy@dplglaw.com
Attorney for Debtor(s)

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ORDER OF COURT

UPON CONSIDERATION Debtor(s)' Motion for Mortgage Modification, and the Court finding that the relief prayed for is warranted and proper under the circumstances, and the Court being otherwise fully advised:

IT IS THEREFORE ORDERED that Debtor(s)' Motion is hereby GRANTED; and Debtor(s) and US Department of Housing & Urban Development are granted APPROVAL by the Court to enter into the modification.

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

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CERTIFICATE OF SERVICE

I hereby certify that on Friday, May 3, 2024, I served a true and correct copy of the **Debtor(s)' Motion for Mortgage Modification, Notice of Opportunity to Object and Hearing, and proposed Order** in this proceeding via electronic means or USPS First Class Mail upon the recipients as listed in the Mailing Matrix.

/s/ Kathryn S. Greene

Kathryn S. Greene, RP®, Pa.C.P.
Paralegal for Paul D. Murphy-Ahles, Esquire

Label Matrix for local noticing
0314-1
Case 1:23-bk-02554-HWV
Middle District of Pennsylvania
Harrisburg
Mon Feb 12 16:00:25 EST 2024

U.S. Bankruptcy Court
Sylvia H. Ramo U.S. Courthouse
1501 N. 6th Street
Harrisburg, PA 17102-1104

Ally Financial
AIS Portfolio Services, LLC
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Capital One Bank / Kohl's
N56 West 17000 Ridgewood Drive
Menomonee Falls, WI 53051

Commercial Acceptance Company
2300 Gettysburg Road, Suite 102
Camp Hill, PA 17011-7303

Fox Harrisburg - PA
5020 Ritter Road, Suite 203
Mechanicsburg, PA 17055-4837

Midland Mortgage Co.
PO Box 26648
Oklahoma City, OK 73126-0648

Seventh Avenue
1112 7th Avenue
PO Box 2845
Monroe, WI 53566-8045

U.S. Department of Housing and Urban Develop
801 Market Street
Philadelphia, PA 19107-3126

(p)JACK N ZAHAROPOULOS
ATTN: CHAPTER 13 TRUSTEE
8125 ADAMS DRIVE SUITE A
HUMMELSTOWN PA 17036-8625

Ally Bank, c/o AIS Portfolio Services, LLC
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Advanced Call Center Technologies
PO Box 9091
Johnson City, TN 37615-9091

Ally Financial, Inc.
All Detroit Center
500 Woodward Avenue
Detroit, MI 48226-3416

Capital One Bank USA, NA
PO Box 30215
Salt Lake City, UT 84130-0285

Crosscare Medical
PO Box 748850
Los Angeles, CA 90074-8850

Hayt, Hayt & Landau, LLC
Two Industrial Way West
Eatontown, NJ 07724-2279

OneMain Financial Group, LLC
601 NW 2nd Street
PO Box 3251
Evansville, IN 47731-3251

TD Bank USA / Target Card
PO Box 673
Minneapolis, MN 55440-0673

United States Trustee
US Courthouse
1501 N. 6th St
Harrisburg, PA 17102-1104

Paul Donald Murphy-Ahles
Dethlefs Pykosh & Murphy
2132 Market Street
Camp Hill, PA 17011-4706

Ally Financial, c/o AIS Portfolio Services,
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Ally Bank
AIS Portfolio Services, LLC
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Arcadia Recovery Bureau
645 Penn Street, 4th Floor
Reading, PA 19601-3559

Capital One N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Fortiva
PO Box 105555
Atlanta, GA 30348-5555

MIDFIRST BANK
999 North West Grand Boulevard
Oklahoma City, OK 73118-6051

Orthopedic Institute of PA
3399 Trindle Road
Camp Hill, PA 17011-2286

TD Bank USA, N.A.
C/O Weinstein & Riley, P.S.
1415 WESTERN AVE, SUITE 700
SEATTLE, WA 98101-2051

Heather Rene White
15 Wesley Drive
Carlisle, PA 17015-4377

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Jack N Zaharopoulos
Standing Chapter 13
(Trustee)
8125 Adams Drive, Suite A
Hummelstown, PA 17036

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)MIDFIRST BANK	(d)Ally Bank c/o AIS Portfolio Services, LLC	End of Label Matrix	
	4515 N. Santa Fe Ave. Dept. APS	Mailable recipients	28
	Oklahoma City, OK 73118-7901	Bypassed recipients	2
		Total	30

